

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Civil Action No. 2:15-CV-01878-MCA-JBC

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THEODORE VAN LEER, an individual;
CAROLINE VAN LEER, an individual;
ANNE M. BLANKEN, an individual; and
ANNE M. BLANKEN, as Trustee of the
CREDIT SHELTER SHARE TRUST,
Plaintiffs,

v.

INVICTUS ASSET MANAGEMENT LLC,
INVICTUS CAPITAL GROWTH AND INCOME FUND LLP,
INVICTUS HOLDINGS, LLP,
TRADEDESK CAPITAL LLC,
TRADEDESK FINANCIAL GROUP, INC.,
TRADESTREAM ANALYTICS, LTD.,
INVICTUS INCOME FUND, LLP,
DAVID W. SCHAMENS,
PHILLIPS WIEGAND, JR.,
PILIANA SCHAMENS,
and INVICTUS REAL ESTATE INVESTMENT, LLP,
Defendants.

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STIPULATION AND VOLUNTARY DISMISSAL WITH PREJUDICE
AS TO DEFENDANT PHILLIPS WIEGAND, JR. ONLY

WHEREAS, Plaintiffs, THEODORE VAN LEER, an individual; CAROLINE VAN LEER, an individual; ANNE M. BLANKEN, an individual; and ANNE M. BLANKEN, as Trustee of the CREDIT SHELTER SHARE TRUST (collectively "Plaintiffs"), have agreed to a confidential settlement of all claims with Defendant, PHILLIPS WIEGAND, JR., an individual ("Defendant Wiegand"); and as part of the confidential settlement, Plaintiffs agreed to voluntarily dismiss their claims with prejudice against Defendant Wiegand; and

WHEREAS, Plaintiffs and Defendant Wiegand stipulate and agree that Plaintiffs and Defendant Wiegand shall each bear their own attorneys' fees and costs associated with this lawsuit; and

WHEREAS, Plaintiffs and Defendant Wiegand stipulate and agree that the Court shall maintain jurisdiction over this case to enforce the parties' settlement agreement; and

WHEREAS, Plaintiffs and Defendant Wiegand stipulate and agree that **this dismissal is intended to have no effect on any other party to this litigation;**

IT IS HEREBY STIPULATED AND AGREED amongst Plaintiffs and Defendant Wiegand that, pursuant to the terms of Fed.R.Civ.P. 41(a), this action shall be, and is, **DISMISSED WITH PREJUDICE only as to Defendant Wiegand;** and that Plaintiffs and Defendant Wiegand shall bear their own attorneys' fees and costs related to this action.

Theodore Van Leer, et al. v. Invictus Asset Management LLC, et al.
U.S. District Ct. - D. NJ - Case No: 2:15-cv-01878-MCA-JBC

IT IS FURTHER STIPULATED AND AGREED amongst Plaintiffs and Defendant Wiegand that the Court shall retain jurisdiction over this matter to enforce the parties' settlement agreement and that **this Stipulation and Voluntary Dismissal shall have no effect on any other parties to this litigation.**

Dated: August 13, 2015

Respectfully submitted,

By: /s/ Michael L. Braunstein
MICHAEL L. BRAUNSTEIN
THE BRAUNSTEIN LAW FIRM, PLLC
Counsel for Plaintiffs, Theodore Van Leer,
Caroline Van Leer, Anne M. Blanken, and
Anne M. Blanken as Trustee of the
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By: /s/ Glenn R. Reiser
GLENN R. REISER
LOFARO & REISER, LLP
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was electronically filed with the Clerk of Court on this 13th day of August 2015 by using the CM/ECF system which will send a notice of electronic filing to the following CM/ECF participant(s): **GLENN R. REISER, ESQ.**, LoFaro & Reiser, LLP, *Counsel for Defendant, Phillips Wiegand Jr.*, 20 Court Street, Hackensack, New Jersey 07601; and **DENNIS F. GLEASON, ESQ.**, Jardim, Meisner & Susser, P.C., *Counsel for Defendants, David W. Schamens, Piliana Schamens, TradeStream Analytics Ltd., TradeDesk Financial Group Inc., and Invictus Real Estate Investments LLP*, 30B Vreeland Road - Suite 201, Florham Park, New Jersey 07932.

/s/ Michael L. Braunstein
MICHAEL L. BRAUNSTEIN